

93722475

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This Indenture, WITNESSETH, That the Grantor ERNEST L. JOHNSON

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of \$100,000.00 Dollars

in hand paid, CONVEY AND WARRANT to BUDGET CONSTRUCTION CO. of the City of Chicago County of Cook and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Chicago County of Cook and State of Illinois, to-wit:

LOTS 10 AND 11 IN BLOCK 9 IN VAN H. HIGGINS, SUBDIVISION OF 25 ACRES LYING SOUTH OF AND ADJOINING THE NORTH 60 ACRES OF THE SOUTHEAST 1/4 OF SECTION 4 TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE MERIDIAN IN COOK COUNTY, ILLINOIS.

DEPT. OF PRINCIPAL 10444 TRAN 8025 09/09/93 16133100 \$28.50 \$9409.5 \*93-722475 COOK COUNTY RECORDER

COMMONLY KNOWN AS 4454 S. SHIELDS CHICAGO, ILLINOIS

PERMANENT TAX NO. : 25-04-414-020

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

In Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor's ERNEST L. JOHNSON

justly indebted upon one retail installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$150.00 each until paid in full, payable to

BUDGET CONSTRUCTION CO.

The Grantor covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement attaching thereto; (2) To pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) To keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached; (4) To pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (5) To procure such insurance, or pay such taxes or assessments, or discharge or purchase any lien or title affecting said premises or any part thereof from time to time, and all money so paid, the grantor agree to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness secured hereby; (6) In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms; (7) That all expenses and disbursements paid or incurred in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, or any part thereof, or any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be discontinued, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor for said grantor and for the heirs, executors, administrators and assigns of said grantor waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party claiming under said grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

In case of the death, removal or absence from Cook County of the grantee, or of his refusal or failure to act, then BERNARD SCHNETDER of said County is hereby appointed to be first successor in this trust, and if for any like cause said first successor fail or refuse to act, then the holder of the note is hereby empowered to appoint a new successor in trust through a resolution of the board of trustees when all the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor this 3rd day of September A. D. 1993.

Ernest L. Johnson (Signature)

NOTARIAL SEAL: BERNARD SCHNETDER, NOTARY PUBLIC, STATE OF ILLINOIS, MY COMMISSION EXPIRES 7/24/94

23.00 YN

# UNOFFICIAL COPY

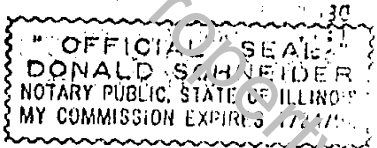
State of Illinois }  
County of Cook } ss.

I, DONALD SCHNEIDER  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that ERNEST L. JOHNSON

personally known to me to be the same person whose name IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 3rd  
day of September, A. D. 1993.

*Donald Schneider*  
Notary Public



Property of Cook County Clerk's Office

Box No. ....

937222875  
**Trust Agreement**

ERNEST L. JOHNSON

TO  
**BUDGET CONSTRUCTION CO.**

THIS INSTRUMENT WAS PREPARED BY:  
B. SCNEIDER

**BUDGET CONSTRUCTION CO**  
622 N. Pulaski Rd. Suite 101  
Chicago, Illinois 60646

MAIL TO:

**BUDGET CONSTRUCTION CO.**  
622 N. Pulaski Rd. Suite 101  
Chicago, Illinois 60646